

#33 December 4, 1672

Rental agreement between Job Lane of Billerica yeoman and Joseph Buchman of Malden



This indenture made the fourth day of the twelfd month in the year of our lord on thousand six hundred seventy two Between Job Lane of Billerica in the county of Middlesex yeoman on the one party and Joseph Buchman of Malden in the countie afforesd planter on the other party. Wittnesseth that the sd Job Lane hath granted devised & cotton to farme and by these present doth grant devise and to farme lett? rente the afforsd Joseph Buckman all that the farms house in Malden afforsd that Samell Sprague built with one half of the orchard herto belonging with all the outhouses yard barns stables broken upp lande with pastures half of the salt marsh lying in Remmymarsh to have and to hold all the sd dwelling house, half the sd orchard outhouses barnes stable yards and yard one with all the land and meadow [?grounds] before mentend. To him the sd Joseph Buckman from the twentie fifth day of March next ensueing the date of these present untill the end at term of three years ?certame And seven years [?ncertaine] from [?shente] ensueing & fully to be completed with end yeilding and paying therefore yearly with every year during his sd term or terms unto the sd Job Lane his heirs or assignor ten pounds of current mony at two terms of the year that is to [?say] at the fifteen day of November and at the first day of March by even portions. And the sd Job Lane covenanteth and granteth by these present that at his own [?pre rots coste & charges he will sufficiently repair and sett in tenentable condition all his houses and outside houses belonging to the sd farme : namely sufficient to repair the dwelling house and barns from the cells to the plates by the first of May next. At the east of the dwelling house to be alike repayed by [?dr] following also it is mutually covenanted and agreed that the sd Joseph Buckman is to pull off all the thatch on the [?west] side of the barn and lay on a good sufficient new coat of thatch on the northern side if the barn and [?western]. And also one good and sufficient course of thatch on the other side of the barns, and for so dooing to outsett fifty two shillings out of the rent. And the sd Job Lane doth

covenant to now post all the outside fences and to putt new topp rayles throughout the sd outside fence and wher the other rayles are broken or destroyed to putt in new ones by the first day of May next. Also it is covenanted and agreed that Joseph Buckman may do somuch [?stand coall] well and suffiently at two shillings six pents the pole as amounts to twenty shillings yearly and to offsett it in the rent next [?terms] due. And the sd Joseph is to have liberty of [?fensing stuff] off the premisses to make a tross fense about his house so leaving it on the land and at the end of sd term to be allowed for his labour about it. And if sd Joseph shall bring any post at ---- of his own toward the making that tross fense. He is to have so many posts with rayles from off the sd Jobs land to dispose of as he sees good And it is mutually covenanted and agreed that the stone wall the sd Joseph shall make at any tyme during that sd term shall be sett either by [?mudgst] land or by the dwelling house. And the sd fense is to have ----- fire wood for one family from off your premisses with to fell any more. Also to sett up all the wood lying on the sd land first for firewood and at no time to fell any growing wood for fire wood [?exloding] a hird part of necessary firewood: nor at any tyme to fell any timber trees for fire wood. Nor shall the sd Joseph at any any tyme during the sd terme fell or cary off any wood timber [?barde] stones or dung from off the premisses. And the sd Joseph Buckman doth covenant and grant that at the expiration of the sd terme or terms he will leave and yield upp the sd houses and [?feild] in good and sufficient tenentable repair and in the tyme of the sd terme to [?seep them] in good repair. And the sd Joseph is from tyme to tyme during the sd terme or terms to pay all publish charges both civill and ----- and they shall come due from your premisses and so demanded. Also it is mutually agreed that the sd Job his heirs or assignors shall have free liberty to cut and cary off any wood or timber from off the sd land at any tyme during the sd terme. And also free liberty affter the terme is off yr land in the last year to plow and sow such land as he or they shall so most. And the sd Joseph to have liberty to be upon the premisses to spend his fodder untill the first day of May ensueing the end of the sd terme: And the sd Joseph is not to break upp any more land uppon the premisses during the sd terme. And the sd Job Lane doth promise to

